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TERMS & CONDITIONS OF SALE FOR CHRISTMAS 2019 Definitions:

following words and expressions shall have the following meanings:-'Account' means an account held by an Agent or Direct:

'Agent' means any person ordering on behalf of their customer(s): 'Catalogue' means The Park Christmas Savings Ireland 2019 and supply this to Us. catalogue.

'Direct' means any person ordering only for himself or herself;

'Love2shop Gift Card' means Our multi-retailer plastic or board gift card, which is accepted at multiple shops, restaurants & attractions: 'Love2shop Paper Voucher' means Our multi-retailer paper voucher, which is accepted at multiple shops, restaurants & attractions:

'Love2shop Vouchers' means together Our Love2shop Paper Voucher and/or Love2shop Gift Card;

'Park' means Park Retail Limited (Registered in England with Valley Road, Birkenhead, Wirral, England, CH41 7ED;

'PPTC' means Park Prepayments Trustee Company Ltd (Registered in England with Company Registration No. 06283710) whose registered office is at Valley Road, Birkenhead, Wirral, England, CH41 7ED;

'Privacy Policy' means Our privacy policy which can be found on Our website:

'Our' / 'Us' / 'We' means Park Christmas Savings Club Ltd (Company Registration No. 1003190); Family Christmas Savings Club Ltd (Company Registration No. 5715888): and/or Country Christmas act as agents for Park and together with Park are each directly or indirectly wholly owned subsidiaries of Park Group plc (Registered Lowest Priority: No part of any payment shall be accepted as being in England with Company Registration No. 1711939) ('Park Group') whose registered offices are all at Valley Road, Birkenhead, Wirral, England CH41 7FD:

'Commission Reward' means the amount payable by Us to an Agent or Direct, based on the type of items and the value of the items purchased and as detailed within clause 14 helow: and

'Scheme Period' being the period of time that an Agent or Direct 10. Cancellation Charge: The cancellation of your entire order by can budget for Christmas 2019.

Customer Care can be contacted at:

Telephone: 1850 300 500 (Mon-Fri, 09:00 - 17:00 (excluding UK bank holidays))

Valley Road, Birkenhead, Wirral, England, CH41 7ED. Website: notified to Us after 31st August 2019. www.parkchristmas.ie

1. Prepayment Protection: Park has entered into a Declaration of you to your Agent or to Us in respect of your order(s). A copy of the Declaration of Trust (with Deed of Amendment) is on Our website or received by Us made by you to your Agent in accordance with clause 5 below shall, for the purpose of receiving and holding such prepayments only, be received and held by your Agent as agent for Park

- 2. Please provide any communications or complaints to Customer
- 3. We reserve the right to request from or to obtain electronically in respect of any Agent (or their customers) or Direct such proof of identification, including age, as We may reasonably require.
- 4. Prices: All prices shown in the Catalogue are inclusive of delivery costs to Agents and/or Directs and any applicable VAT and/or duties. Should there be any changes in taxation (including duties) which affect the price of Our goods, We reserve the right to adjust such price accordingly. If We have to adjust Our prices you may cancel your order without penalty. The prices in the Catalogue are not to be interpreted as an offer
- 5. Placing an Order: If you have placed an order through an Agent, once We have received and accepted your order, We will send your Agent confirmation of this and a personalised payment card for you to record the payments you make to your Agent. Please check We have correctly printed your full name, address, postcode and order details on all documentation that We provide. You should retain the payment card at all times and must ensure that you get a signature from your Agent for each payment you make. All orders are subject to availability. The goods ordered by any new Agent or Direct must have been paid for in full for not less than 45 days before they can be despatched. If you are a Direct, acceptance or Commission Reward due. of your order will be sent to you with details on how you can manage your order online. You may cancel your order within 14 calendar days from the date We provide you with confirmation of your order.

If you are a Direct We may at Our sole discretion and only if We are able to do so, automatically renew your order for the next Love2shop Vouchers. If We automatically renew your order. We will notify you of the renewal details. It is your responsibility to check your renewal details to ensure you are happy with any renewed order. If for in full before they are delivered. you want to cancel your renewal order, amend it or add an item to it, 17. Goods will be delivered to your Agent, or if none, you unless set out in this agreement to any other entity. including adding an item that has not been renewed automatically stated otherwise in the Catalogue. Direct delivery to customers (2019) ROI Version 1.3 – 26/07/2018

you must inform Us as soon as possible by logging onto your online of Agents is available on some items (excluding Love2shop Paper Account at www.parkchristmas.ie or by contacting Customer Care. Vouchers), However, a charge of €5 per item may apply. Customer In this Agreement, unless the context otherwise requires, the Please note that We may be required to obtain the full name, address Care can advise you on goods available to be delivered to Directs. and date of birth of any person ordering a financial product from Us. If Love2shop Vouchers will be delivered free of charge by Our chosen you are a Direct, you agree to provide this information and if you are carrier. We reserve the right to make changes to the carrier used an Agent, you agree to obtain such information from your customers without notice. If you wish to have your Love2shop Vouchers

6. Restrictions on orders: Hamners and nacks containing alcoholic may apply drinks may only be ordered by customers over 18 years of age. 18. All hampers will be delivered to Agents, or if none, you in Appropriate identification will be required when any such order is placed and/or delivered.

7. Payments: You must make your first payment with your order and then make regular payments to your Agent (where applicable), or to Us if you are a Direct. Your Agent or, if none, you should send all payments to Us, for the total price of the goods ordered, as items may be covered by an appropriate manufacturer's quarantee shown in the Catalogue. All payments must be received by Us by 1st In the unlikely event that any item malfunctions during use, please November 2019. Any payments received by Us after that date may Company Registration No. 402152) whose registered office is at cause deliveries to be delayed. We reserve the right to cancel any don't have an Agent, contact Us direct. order where the first payment is not made with the order or within 30 days of Us processing the order, or if the total price is not received non-Love2shop Voucher order into an order for a Love2shop Paper Voucher if your payments are not up to date as at 5th October 2019.

8. Acceptance for payment:

We will allocate payment for your order in the following priority:

Highest Priority: 1. Love2shop Vouchers / Mastercard Gift Cards. Savings Club Ltd (Company Registration No. 1511434) who each 2. Meat hampers and options, 3. Other hampers, 4. All other items, including jewellery and third party retailer vouchers.

> made against any item in any category until all items in the same customer order in a category with a higher priority have been paid

> 9. Order alterations (excluding the cancellation of all goods ordered (which is dealt with at clause 10.a. below)) can be accepted by no later than 31st August 2019, at no extra charge.

> your Agent or, if none, you shall result in the following charge: a. No charge will apply in respect of order cancellations notified to

Us by 31st August 2019.

b. A cancellation charge equal to 10% of the order value or €25, Email: info@parkchristmas.ie. Postal address: Customer Care. whichever is greater, will be charged in respect of order cancellations

11. The weekly payments shown in the Catalogue assume that payments are spread over a period of 45 weeks. Your own weekly Trust with PPTC to improve the security of any prepayments made by payments may vary from this, depending on when you place your order. In all cases, the total price listed in the Catalogue must be

can be obtained from Us, free of charge, on request. Any prepayments 12. Credits on Account for Agents and Directs: If, at the end of the Scheme Period, there is a credit on your Account, this will be carried forward into the next year's scheme period or you can request a refund. There will be a €10 administration fee levied for a refund.

> 13. Non-trading Account Fee: We reserve the right to charge a Non-trading Account Fee of €25 per year if you do not complete an husiness interest to do so. This will include sending you: order with Us during the Scheme Period or any subsequent year's scheme period. The Non-trading Account Fee will be deducted from your Account balance after 1 April following the scheme period in when it will be delivered and thereafter any changes to the products guestion. If you hold less than €25 in your Account the Non-trading and services ordered: Account Fee will be reduced accordingly. The Non-trading Account Fee will never cause your Account balance to fall below €0.

> 14. Commission Reward to Agents/Directs: The Commission Reward is calculated on the final Account status at the end of the Scheme Period. A Commission Reward is only pavable for orders may be sent by email, telephone (including SMS), via social media which are paid in full by 1st November 2019. Commission Reward platforms (i.e. Facebook/Twitter/Instagram etc.), post, fax and/or amounts under €10 can only be used against your final Account payment for your 2019 order or be carried forward and used against In accordance with Our Privacy Policy, if you do not wish to be part of any redemption or refund. Full details of how the Commission Reward is calculated and navable can be viewed at www. parkchristmas.ie or by contacting Customer Care.

15. It is your responsibility to keep your Agent, or if none, Us updated of your contact details, including, but not limited to, any name, address email or telephone number changes. This will not affect any legal rights that you may have in relation to credits on your Account

16. Delivery: Subject to the terms of this Agreement, items will be delivered in good time for Christmas 2019. However, most vouchers, gift cards and a limited number of other goods can be released early, if requested, provided your Account is paid in full. Your Agent, or if none, you should contact Customer Care for full details of which year's scheme period, including, but not limited to, your order for goods can be released early. Delivery of all other goods will be on Our website. detailed in the delivery advice letter your Agent, or if none, you will 28. We may assign the rights and/or obligations set out in this receive from Us during October 2019. All items must have been paid

delivered by an alternative to Our chosen carrier, a delivery charge

mainland Ireland only.

19. Frozen hampers will be delivered in insulated packaging but you must ensure that all frozen goods are transferred to a freezer immediately upon delivery.

20. All items should be received in a satisfactory condition. Some ask your Agent (if you have one) to contact Customer Care. If you

21. Every effort will be made to supply the exact item ordered (including any bonus gifts contained in hampers). However, if it is by Us by 1st November 2019 and cancellation charges will apply, as necessary to supply a substitute item. We will choose an item of equal set out in clause 10 below. We also reserve the right to convert any or greater value. If you are not satisfied with the substitute item, We will bear the cost of its return. If a suitable alternative is not available. Love2shop Paper Vouchers to the value of the item will be offered to you instead.

> 22. Returns: You may not return any items that are not suitable for return due to health protection or hygiene reasons if they became unsealed after delivery. For example, fragrances. In addition, you may not return sealed audio, sealed video or sealed computer software if the goods became unsealed after delivery. For example tablets, Laptops or DVD's. Except for those items highlighted in the Catalogue and the ones listed above, all other items ordered can be returned in accordance with this clause. Please note that all returns must be notified to Us within 14 days from the day after the delivery date. Your Agent or, if none, you must first call Customer Care to gain authorisation for the return of an item. All items authorised for return must, unless otherwise agreed, be sent back in a good condition in their original packaging to Returns Department, Valley Road Birkenhead Wirral England CH41 7FD by 31st January 2020 to ensure your claim is processed.

> 23. All gift cards and vouchers supplied by Us are sold subject to the terms and conditions printed on or referred to on such cards or vouchers and/or in the Catalogue or relevant websites.

> 23. Privacy Policy: By placing an order with Us either via your Agent or Direct and/or giving personal data to Us you confirm that you have read, understand and agree to the terms and conditions contained within Our Privacy Policy, including, that you understand and agree amongst other things that:

> a. We intend to process your personal data where there is a legitimate business interest to do so, which may include, sharing your personal data with any necessary third parties to provide you with the goods and/or services you order; and

b. We may communicate with you where there is a legitimate

i. operational communications - for example for customer care purposes or to keep you updated about the progress of your order

ii. marketing communications — for example to provide you with information about other products and services that either We or carefully selected third parties offer, which are similar to those that you have purchased or enquired about; and these communications any other appropriate means including new technology

a subsequent year's Scheme Period order and cannot be received as contacted by any company within the Park Group for marketing purposes, you may "opt-out" at any time.

25. Company liability: Our liability to you for each item is limited to the total price to be paid for such item, except liability is not excluded or limited in relation to death or personal injury caused by Our negligence. We are not liable for the fraudulent acts of Agents. 26. All rights are reserved. The conditions above do not affect your statutory rights according to Irish law. Any contracts entered into will be governed by the laws of Ireland and subject to the exclusive iurisdiction of the Irish courts. All communications regarding any aspect of this agreement shall be in English.

27. This agreement and Our website terms and conditions can he found on Our website. You agree that We may amend these terms and conditions from time to time by placing a revised copy

agreement to any other entity at any time without notice. Neither your Agent or, if none, you shall assign the rights and/or obligations

TERMS & CONDITIONS OF SALE FOR CHRISTMAS 2019 Definitions

following words and expressions shall have the following meanings:-'Account' means an account held by an Agent or Direct:

'Agent' means any person ordering on behalf of their customer(s): 'Catalogue' means The Park Christmas Savings Ireland 2019 catalogue.

'Direct' means any person ordering only for himself or herself;

'Love2shop Gift Card' means Our multi-retailer plastic or board gift card, which is accepted at multiple shops, restaurants & attractions: 'Love2shop Paper Voucher' means Our multi-retailer paper voucher, which is accepted at multiple shops, restaurants & attractions:

'Love2shop Vouchers' means together Our Love2shop Paper Voucher and/or Love2shop Gift Card;

'Park' means Park Retail Limited (Registered in England with Company Registration No. 402152) whose registered office is at Valley Road, Birkenhead, Wirral, England, CH41 7ED;

'PPTC' means Park Prepayments Trustee Company Ltd (Registered in England with Company Registration No. 06283710) whose registered office is at Valley Road, Birkenhead, Wirral, England, CH41 7ED;

'Privacy Policy' means Our privacy policy which can be found on Our wehsite:

'Our' / 'Us' / 'We' means Park Christmas Savings Club Ltd (Company Registration No. 1003190); Family Christmas Savings Club Ltd (Company Registration No. 5715888); and/or Country Christmas Savings Club Ltd (Company Registration No. 1511434) who each act as agents for Park and together with Park are each directly or indirectly wholly owned subsidiaries of Park Group plc (Registered in England with Company Registration No. 1711939) ('Park Group') whose registered offices are all at Valley Road, Birkenhead, Wirral, England CH41 7FD:

'Commission Reward' means the amount payable by Us to an Agent or Direct, based on the type of items and the value of the items purchased and as detailed within clause 14 helow: and

'Scheme Period' being the period of time that an Agent or Direct can budget for Christmas 2019.

Customer Care can be contacted at:

Telephone: 1850 300 500 (Mon-Fri, 09:00 - 17:00 (excluding UK bank holidays))

Email: info@narkchristmas.ie. Postal address: Customer Care. Valley Road, Birkenhead, Wirral, England, CH41 7ED. Website: www.narkchristmas.ie

1. Prepayment Protection: Park has entered into a Declaration of Trust with PPTC to improve the security of any prepayments made by you to your Agent or to Us in respect of your order(s). A copy of the Declaration of Trust (with Deed of Amendment) is on Our website or can be obtained from Us, free of charge, on request. Any prepayments made by you to your Agent in accordance with clause 5 below shall. for the purpose of receiving and holding such prepayments only, be received and held by your Agent as agent for Park.

2. Please provide any communications or complaints to Customer Care

3. We reserve the right to request from or to obtain electronically in respect of any Agent (or their customers) or Direct such proof of identification, including age, as We may reasonably require.

4. Prices: All prices shown in the Catalogue are inclusive of delivery costs to Agents and/or Directs and any applicable VAT and/or duties. Should there be any changes in taxation (including duties) which affect the price of Our goods. We reserve the right to adjust such price accordingly. If We have to adjust Our prices you may cancel your order without penalty. The prices in the Catalogue are not to be interpreted as an offer

5. Placing an Order: If you have placed an order through an Agent, once We have received and accepted your order, We will send your Agent confirmation of this and a personalised payment card for your to record the payments you make to your Agent. Please check We have correctly printed your full name, address, postcode and order details on all documentation that We provide. You should retain the payment card at all times and must ensure that you get a signature from your Agent for each payment you make. All orders are subject to availability. The goods ordered by any new Agent or Direct must have been paid for in full for not less than 45 days before they can be despatched. If you are a Direct, acceptance of your order will be sent to you with details on how you can manage your order online. You may cancel your order within 14 calendar days from the date We provide you with confirmation of your order.

If you are a Direct We may at Our sole discretion and only if We are able to do so, automatically renew your order for the next year's scheme period, including, but not limited to, your order for Love2shop Vouchers. If We automatically renew your order. We will notify you of the renewal details. It is your responsibility to check your renewal details to ensure you are happy with any renewed order. If for in full before they are delivered. including adding an item that has not been renewed automatically stated otherwise in the Catalogue. Direct delivery to customers (2019) ROI Version 1.3 – 26/07/2018

Account at www.narkchristmas.ie or by contacting Customer Care In this Agreement, unless the context otherwise requires, the Please note that We may be required to obtain the full name, address and date of birth of any person ordering a financial product from Us. If an Agent, you agree to obtain such information from your customers and supply this to Us.

> 6. Restrictions on orders: Hamners and nacks containing alcoholic may apply drinks may only be ordered by customers over 18 years of age. Appropriate identification will be required when any such order is placed and/or delivered.

7. Payments: You must make your first payment with your order and then make regular payments to your Agent (where applicable), or to Us if you are a Direct. Your Agent or, if none, you should send all payments to Us, for the total price of the goods ordered, as shown in the Catalogue. All payments must be received by Us by 1st November 2019. Any payments received by Us after that date may cause deliveries to be delayed. We reserve the right to cancel any order where the first payment is not made with the order or within 30 days of Us processing the order, or if the total price is not received by Us by 1st November 2019 and cancellation charges will apply, as set out in clause 10 below. We also reserve the right to convert any non-Love2shop Voucher order into an order for a Love2shop Paper Voucher if your payments are not up to date as at 5th October 2019.

8. Acceptance for payment:

We will allocate payment for your order in the following priority:

Highest Priority: 1. Love2shop Vouchers / Mastercard Gift Cards. 2. Meat hampers and options, 3. Other hampers, 4. All other items, including jewellery and third party retailer vouchers.

Lowest Priority: No part of any payment shall be accepted as being made against any item in any category until all items in the same customer order in a category with a higher priority have been paid in full

(which is dealt with at clause 10.a. below)) can be accepted by no later than 31st August 2019, at no extra charge.

10. Cancellation Charge: The cancellation of your entire order by your Agent or, if none, you shall result in the following charge:

a. No charge will apply in respect of order cancellations notified to Us by 31st August 2019.

b. A cancellation charge equal to 10% of the order value or €25, whichever is greater will be charged in respect of order cancellations notified to Us after 31st August 2019.

11. The weekly payments shown in the Catalogue assume that payments are spread over a period of 45 weeks. Your own weekly payments may vary from this, depending on when you place your order. In all cases, the total price listed in the Catalogue must be received by Us

12. Credits on Account for Agents and Directs: If, at the end of the Scheme Period, there is a credit on your Account, this will be carried forward into the next year's scheme period or you can request a refund. There will be a €10 administration fee levied for a refund.

13. Non-trading Account Fee: We reserve the right to charge a Non-trading Account Fee of €25 per year if you do not complete an husiness interest to do so. This will include sending you: order with Us during the Scheme Period or any subsequent year's scheme period. The Non-trading Account Fee will be deducted from your Account balance after 1 April following the scheme period in guestion. If you hold less than €25 in your Account the Non-trading and services ordered: Account Fee will be reduced accordingly. The Non-trading Account Fee will never cause your Account balance to fall below €0.

14. Commission Reward to Agents/Directs: The Commission Reward is calculated on the final Account status at the end of the Scheme Period, A Commission Reward is only payable for orders which are paid in full by 1st November 2019, Commission Reward amounts under €10 can only be used against your final Account payment for your 2019 order or be carried forward and used against a subsequent year's Scheme Period order and cannot be received as contacted by any company within the Park Group for marketing part of any redemption or refund. Full details of how the Commission Reward is calculated and navable can be viewed at www. parkchristmas.ie or by contacting Customer Care.

15. It is your responsibility to keep your Agent, or if none. Us updated of your contact details, including, but not limited to, any name, address, email or telephone number changes. This will not affect any legal rights that you may have in relation to credits on your Account or Commission Reward due.

16. Delivery: Subject to the terms of this Agreement, items will be delivered in good time for Christmas 2019. However, most vouchers, gift cards and a limited number of other goods can be released early, if requested provided your Account is paid in full. Your Agent or if none, you should contact Customer Care for full details of which goods can be released early. Delivery of all other goods will be detailed in the delivery advice letter your Agent, or if none, you will receive from Us during October 2019. All items must have been paid

you want to cancel your renewal order, amend it or add an item to it. 17. Goods will be delivered to your Agent, or if none, you unless

you must inform Us as soon as possible by logging onto your online of Agents is available on some items (excluding Love2shop Paper Vouchers). However, a charge of €5 per item may apply. Customer Care can advise you on goods available to be delivered to Directs. Love2shop Vouchers will be delivered free of charge by Our chosen you are a Direct, you agree to provide this information and if you are carrier. We reserve the right to make changes to the carrier used without notice. If you wish to have your Love2shop Vouchers delivered by an alternative to Our chosen carrier, a delivery charge

18. All hampers will be delivered to Agents, or if none, you in mainland Ireland only.

19. Frozen hampers will be delivered in insulated packaging but you must ensure that all frozen goods are transferred to a freezer immediately upon delivery.

20. All items should be received in a satisfactory condition. Some items may be covered by an appropriate manufacturer's quarantee. In the unlikely event that any item malfunctions during use, please ask your Agent (if you have one) to contact Customer Care. If you don't have an Agent, contact Us direct.

21. Every effort will be made to supply the exact item ordered (including any bonus gifts contained in hampers). However, if it is necessary to supply a substitute item. We will choose an item of equal or greater value. If you are not satisfied with the substitute item, We will bear the cost of its return. If a suitable alternative is not available. Love2shop Paper Vouchers to the value of the item will be offered to you instead.

22. Returns: You may not return any items that are not suitable for return due to health protection or hygiene reasons, if they became unsealed after delivery. For example, fragrances. In addition, you may not return sealed audio, sealed video or sealed computer software if the goods became unsealed after delivery. For example tablets, Laptops or DVD's. Except for those items highlighted in the Catalogue and the ones listed above, all other items ordered can be returned in accordance with this clause. Please note that all returns 9. Order alterations (excluding the cancellation of all goods ordered must be notified to Us within 14 days from the day after the delivery date. Your Agent or, if none, you must first call Customer Care to gain authorisation for the return of an item. All items authorised for return must, unless otherwise agreed, be sent back in a good condition in their original packaging to Returns Department, Valley Road Birkenhead Wirral England CH41 7FD by 31st January 2020 to ensure your claim is processed.

23. All gift cards and vouchers supplied by Us are sold subject to the terms and conditions printed on or referred to on such cards or vouchers and/or in the Catalogue or relevant websites

23. Privacy Policy: By placing an order with Us either via your Agent or Direct and/or giving personal data to Us you confirm that you have read, understand and agree to the terms and conditions contained within Our Privacy Policy, including, that you understand and agree amongst other things that:

a. We intend to process your personal data where there is a legitimate business interest to do so, which may include, sharing your personal data with any necessary third parties to provide you with the goods and/or services you order; and

b. We may communicate with you where there is a legitimate

i. operational communications - for example for customer care purposes or to keep you updated about the progress of your order, when it will be delivered and thereafter any changes to the products

ii. marketing communications - for example to provide you with information about other products and services that either We or carefully selected third parties offer, which are similar to those that you have purchased or enquired about; and these communications may be sent by email, telephone (including SMS), via social media platforms (i.e. Facebook/Twitter/Instagram etc.), post, fax and/or any other appropriate means including new technology.

In accordance with Our Privacy Policy, if you do not wish to be purposes, you may "opt-out" at any time.

25. Company liability: Our liability to you for each item is limited to the total price to be paid for such item, except liability is not excluded or limited in relation to death or personal injury caused by Our negligence. We are not liable for the fraudulent acts of Agents. 26. All rights are reserved. The conditions above do not affect your statutory rights according to Irish law. Any contracts entered into will be governed by the laws of Ireland and subject to the exclusive jurisdiction of the Irish courts. All communications regarding any aspect of this agreement shall be in English.

27. This agreement and Our website terms and conditions can he found on Our website. You agree that We may amend these terms and conditions from time to time by placing a revised copy

28. We may assign the rights and/or obligations set out in this agreement to any other entity at any time without notice. Neither your Agent or, if none, you shall assign the rights and/or obligations set out in this agreement to any other entity.